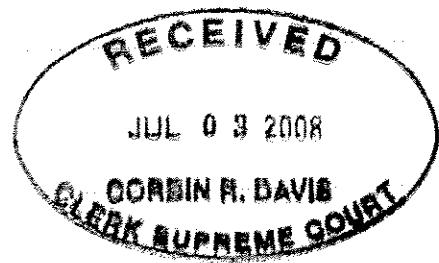


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Box 600
MUNISING MICH 49862

SUPREME Court Clerk
PO BOX 30052 LANSING MICH 48909

RE: ADM FILE No. 2006-16



Dear Mayor / Sir:

I AM writing in grave concern of the proposed change to 6.302 AND 6.310 concerning the plea agreement of a pro se litigant. The proposal, as I read it in the MAY 2008 Vol. 31, Num. 8 issue of the Criminal Defense News Letter, is to effectuate a change in 6.302 "Pleads of guilty and Nolo Contendere by removing the obligation of the Court to EXERCISE its judicial EXPERTISE to ensure that plea agreements are FAIR AND LEGALLY CONTRACTUAL, AND THAT THERE ARE NO DUBIOUS OR FAILS THAT WOULD EVER GIVE THE APPEARANCE OF shocking the CONSCIENCE OF justice.

THE WAIVER OF ANY CONSTITUTIONAL right - MOST CERTAINLY those pertaining to LIBERTY, LIFE, AND LIMB - HAS THE INHERENT burden of NOT OVERSIGHTING that precious right(s) WHEN THE WAIVER IS DONE IN AN INTELLIGENT AND COMPETENT CAPACITY by the defendant. And, I ASSURE you, the true weight OF

Such a decision will not be felt immediately, but will press on the mind of the defendant as the punishment of Sisyphus to spend an eternity in Hades rolling a stone up hill for his misdeeds in life.

A licensed attorney struggles to hammer out a suitable plea agreement, after which, must come under the scrutiny of the Judge, rightly so. To remove this judicial safeguard demonstrates an apathetic ~~attitude~~ attitude towards the rights of defendants through the erosion of justice.

In 6.310 "Withdrawal on VACATION OF PLEA," currently, a defendant has the right to withdraw the plea if the agreement has been violated, made unintelligibly, by incompetence, based on deceit, or attorney's failure to fully inform client of terms of the plea agreement; and this is with the privilege of counsel.

The choice of a defendant to stand trial pro se is - in the majority of cases - ignorant to the mechanics of law, thereby incompetent to stand trial pro se. Now, we are to believe that pro se litigants - in their ignorance - possess the competency for the complexity of law to intelligently work out their own plea agreement? In all your wisdom, please do not forsake your understanding.

In 6.311 "Challenging plea AFTER SENTENCE;" many well trained attorneys find constitutional violations and/or contractual violations after the fact of a plea

AGREEMENT. Discovering plea agreement violations AFTER sentencing is due to a more thorough examination of the record AND AGREEMENT post-sentencing. There are attorneys who especially in this genre of law. Being that the highly educated attorney has to special study ~~to~~ plea agreements to ensure constitutional safeguards have been met - it is logically realistic, A pro se defendant does not stand a chance on his/her own.

So, has it now become the position of justice to ignore justice itself? For example: A defendant pleads out to 2nd degree^{MURDER}, 10 to 20 years, yet discovers that the language of the agreement says, "2nd degree murder - LIFE," that defendant will be precluded from challenging the sentence? NELL, IF you change law the above scenario will become common place.

I was once told by a judge my poverty would not affect my FAIRNESS OF TRIAL - that justice has no MONETARY PRICE; even I knew that was untrue just BEFORE I got sentenced. To hold on to justice, do NOT remove these SAFEGUARDS.

Sincerely,

R. Foster